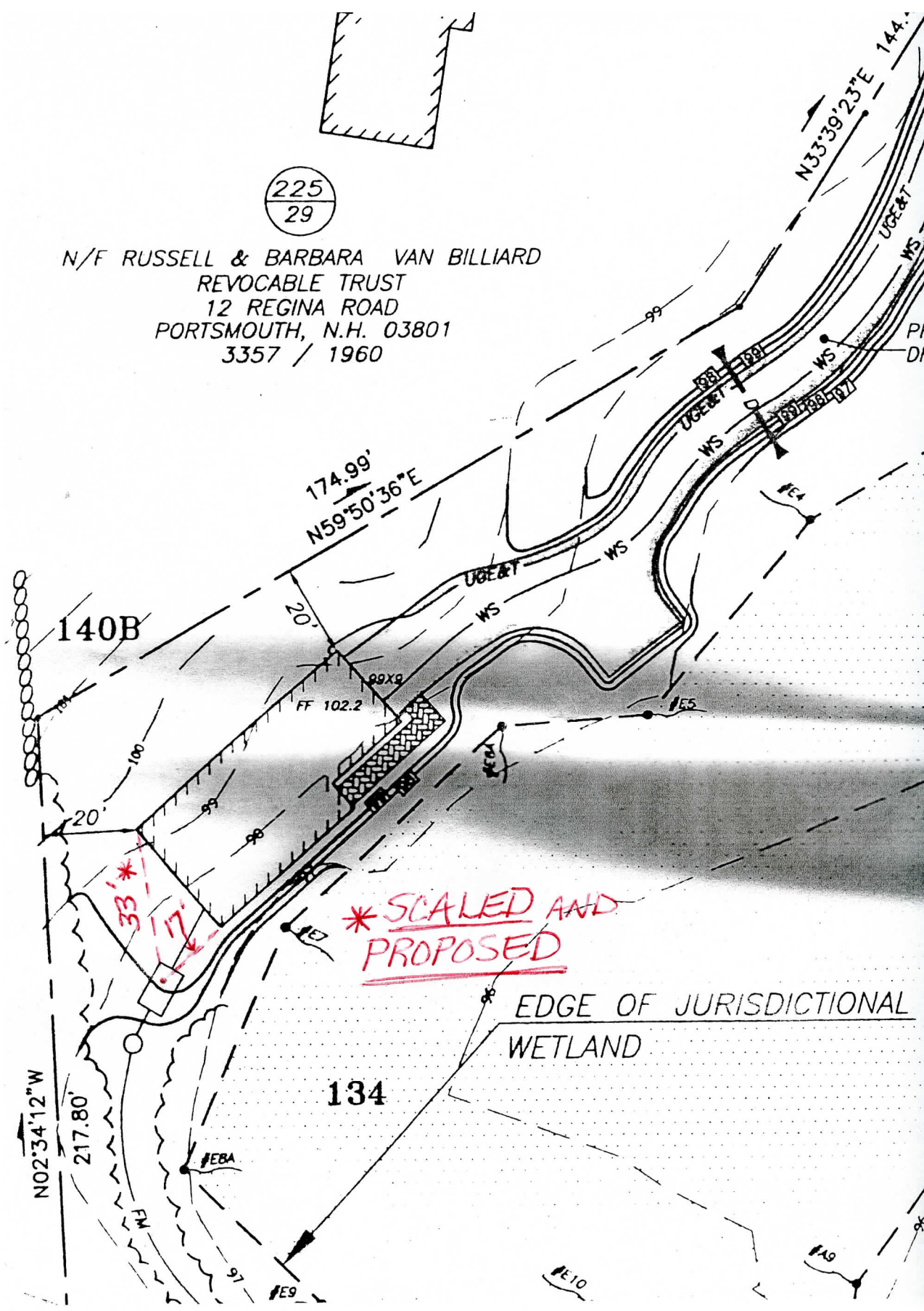
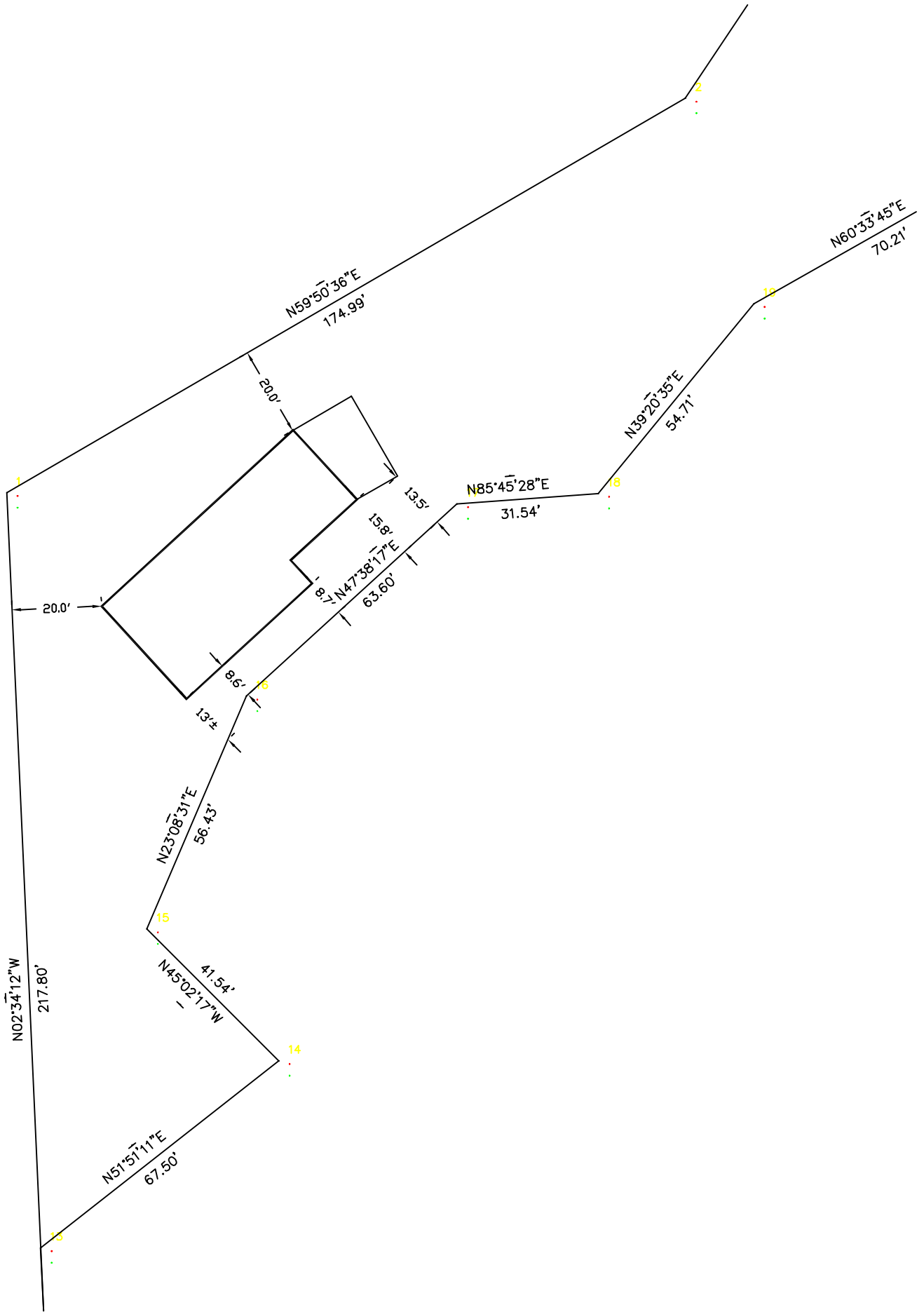
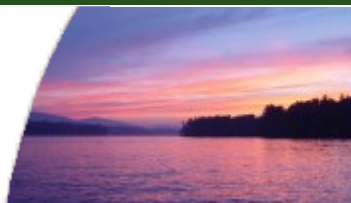


225
29

N/F RUSSELL & BARBARA VAN BILLIARD
REVOCABLE TRUST
12 REGINA ROAD
PORTSMOUTH, N.H. 03801
3357 / 1960





an official **NEW HAMPSHIRE** government website[DES Home](#)[Master Query](#)[OneStop Menu](#)[A to Z LIST](#)

Subsurface Sites Query Results

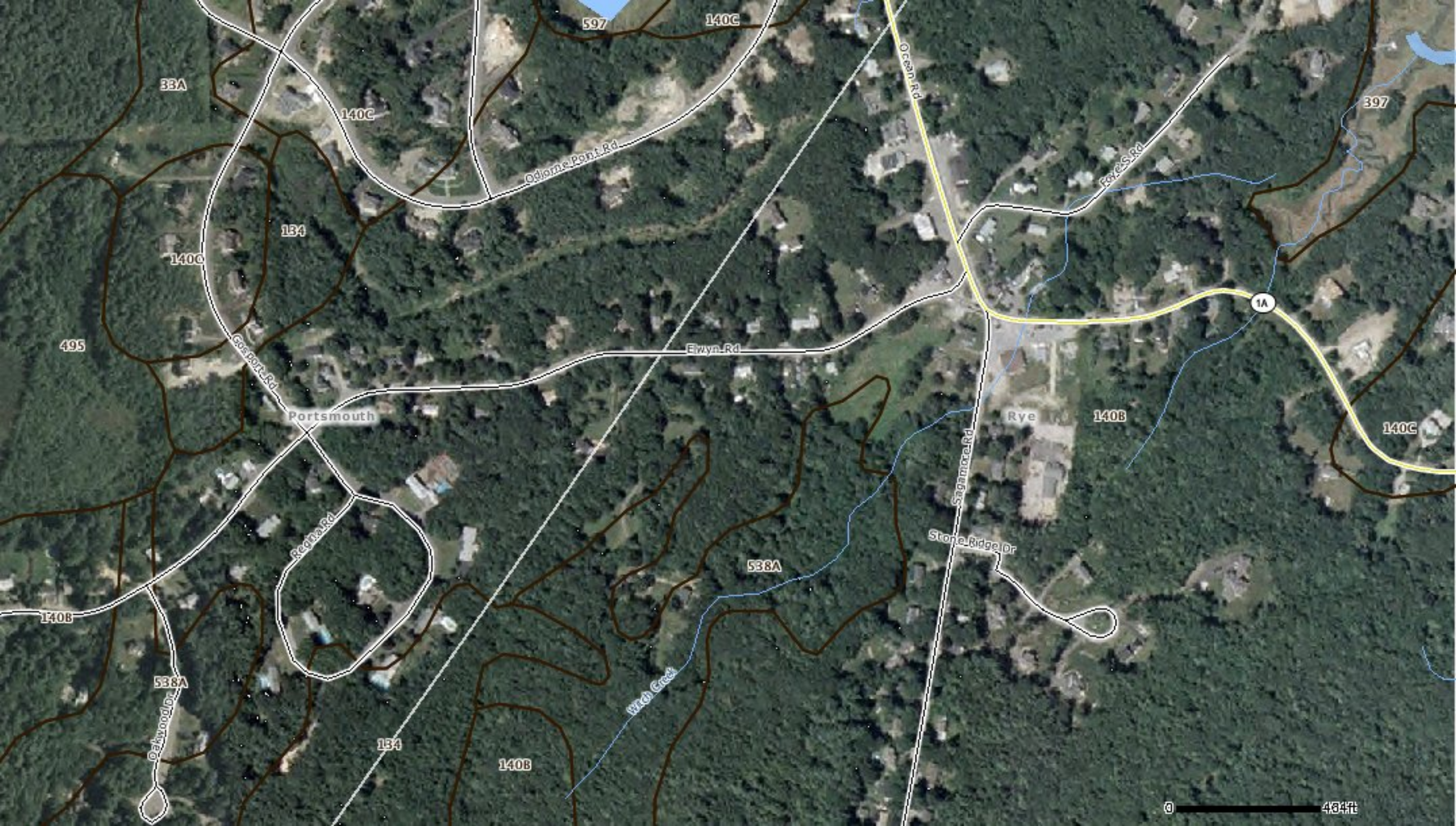
[Questions/Comments: Subsurface Contact](#)

Location/ County	Owner Name	Approval # Approval Date Operation Date	Designer/Installer	Letter Dates	Work Number	Permit Type	State Subdiv Approval #	Number of Bedrooms	Flow	Map Number	Number
IAFOLLA REGINA ROAD RYE ROCKINGHAM	MICHAEL IAFOLLA 114 WOODLAND RD NORTH HAMPTON NH 03862	CA1999017909 06/10/1999	Designer		199903801	CONSTR	PRE 67	4	600	R-25	28
IAFOLLA REGINA ROAD RYE ROCKINGHAM	MICHAEL IAFOLLA 114 WOODLAND RD NORTH HAMPTON NH 03862	CA2001035270 06/29/2001 10/22/2003	Designer Installer		200103946	CONSTR	PRE '67	4	600	R-25	28

1

[Prev](#)[Next](#)[Printable Version in Excel](#)[Printable Version Help](#)**Total Records Returned: 2**[Return to Query](#)

New Hampshire Department of Environmental Services | PO Box 95 | 29 Hazen Drive | Concord,



BK4038PG2040

059711

2003 MAY 23 PM 3:21

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

CONSERVATION EASEMENT DEED

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 21st day of May, 2003, by **MICHAEL R. IAFOLLA** of 114 Woodland Road, North Hampton, New Hampshire 03862 (hereinafter referred to as the "Grantor," which includes the plural of the word where the context requires, and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns), for consideration paid and with QUITCLAIM covenants in perpetuity, in favor of the **CITY OF PORTSMOUTH**, a municipal corporation, having a principal place of business of One Junkins Avenue, Portsmouth, New Hampshire 03801, (hereinafter referred to as the "Grantee," which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns) contributions to which are tax deductible for federal income tax purposes pursuant to the United States Internal Revenue Code.

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain real property in the City of Portsmouth and Town of Rye, County of Rockingham, State of New Hampshire, being depicted on "Boundary Line Agreement Plan Pursuant to RSA 472:1 for Michael Iafolla, Susan Sawtell and Brian Nickerson, Elwyn & Regina Road, Rye & Portsmouth, N.H., County of Rockingham" prepared by Ambit Survey dated April 1999 and recorded at Rockingham County Registry of Deeds as Plan #D-27280 (the "Premises"). Whereas the Grantor desires to subject a portion of the Premises consisting OF 152,481 square feet depicted as "Conservation Easement" on plan entitled, "Conservation Easement Plan, Map 225 - Lot 28, Iafolla Subdivision for Michael Iafolla, Regina Road, Portsmouth, N.H." dated June 2001, prepared by Ambit Engineering, Inc., to be recorded in the Rockingham County Registry of Deeds herewith (hereinafter "Easement Plan") to conservation restrictions (the "Easement Property"); and

BK4038PG2041

WHEREAS, the Easement Property possesses natural, scenic, open space and recreational values (hereinafter referred to as "conservation values") of importance to the Grantor, the people of Rockingham County and the people of the State of New Hampshire; and

WHEREAS, the Grantor intends, as owner of the Easement Property, to convey to the Grantee the right to preserve and protect the conservation values of the Easement Property in perpetuity; and

WHEREAS, the Grantee agrees by accepting this grant to honor the intentions of the Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Easement Property for the benefit of this generation and the generations to come;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of New Hampshire and in particular New Hampshire RSA 477:45-47 and RSA 221-A, the Grantor hereby voluntarily grants and conveys to the Grantee a conservation easement in perpetuity over the Easement Property as more specifically described in Schedule A attached hereto of the nature and character and to the extent hereinafter set forth ("Easement").

1. CONSERVATION PURPOSE(S)

- A. To conserve the Easement Property.
- B. To protect the natural ecosystem of the Easement Property.
- C. To protect the natural habitat of plants and wildlife and to provide a wildlife corridor.
- D. To preserve wetlands and open space pursuant to the clearly delineated conservation policy of the State of New Hampshire, RSA 79-A:1, which states: "It is hereby declared to be in the public interest to encourage the preservation of open space in the state by providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, by maintaining the character of the state's landscape, and by conserving the land, water, forest, and wildlife resources."

2. USE LIMITATIONS

BK4038PG2042

A. The Easement Property shall be maintained in perpetuity as open space free from residential, industrial or commercial activities.

B. The Easement Property shall not be further subdivided or otherwise further divided into parcels of separate ownership, and may only be sold, conveyed, transferred, or devised in accordance with the Plan.

C. No structure or improvement of any kind, shall be constructed, placed or introduced onto the Easement Property and in no case shall the property be used for the erection of a communications tower of any type, with the exception of a septic system as approved by NH Department of Environmental Services (Approval #CA1999017909) to be constructed and maintained within the easement area.

3. GRANTOR'S RESERVED RIGHTS

The Grantor must notify the Grantee in writing thirty (30) days prior to exercising any of the following rights:

A. Grantor reserves the right to repair any damages caused to the Easement Property by natural or other causes provided said repairs are in conformance with the conservation values and purposes stated herein.

B. Grantor reserves the right to construct, maintain and replace the septic system within the easement area as approved by NH Department of Environmental Services (Approval No. CA1999017909) and to access the easement area for purposes of same.

4. GRANTOR RESPONSIBILITIES

A. Grantor agrees to obtain all required local, state and federal permits and approvals for any plans related to its reserved rights prior to construction.

5. NO PUBLIC ACCESS

While the public may not have access to the Easement Property, the Grantee shall have access as provided in Section 7.A. hereof.

BK4038PG2043

6. BENEFITS AND BURDENS

A. Consistent with RSA 477:45-47, the burden of this Easement shall run with the land and shall be enforceable against all future owners and tenants in perpetuity.

B. The benefits of this Easement shall be in gross and assignable or transferable only to a governmental unit within the meaning of Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have the like power of assignment or transfer. Any assignee or transferee shall be bound by the terms of this Easement. In accordance with RSA 221-A, under which this Conservation Easement Deed is acquired, "The sale, transfer, conveyance or release of any such land or interest in land from public trust is prohibited." (RSA 221-A:11)

7. AFFIRMATIVE RIGHTS OF GRANTEE AND ENFORCEMENT BY GRANTOR

A. The Grantee shall have access to the entire Easement Property to maintain boundaries, to determine compliance with and enforce the terms of this Easement, and to exercise its rights assumed by the acceptance of this Easement Deed.

B. The Grantor shall post appropriate signs identifying the land as protected for open space conservation and the Grantor or the Grantor's successor(s) or assign(s) shall undertake to enforce the provisions of this Easement pursuant to Paragraph 8 hereunder.

8. BREACH OF EASEMENT

A. When the Grantee determines that any of the terms of this Easement have been breached, it shall notify the Grantor, or the current property owner, of the breach in writing, delivered by hand or certified mail, return receipt requested.

B. The Grantor, or current owner, shall have thirty (30) days after receipt of the notice to undertake actions, including restorations, terminating conduct and repairing any damage, or other activities reasonably calculated to cure the conditions constituting the breach. The Grantor must immediately notify the Grantee of the corrective actions it proposes by hand delivery or certified mail, return receipt requested.

BK4038PG2044

C. If the Grantor, or current owner, fails to undertake corrective actions, the Grantee or its successors and assigns, may, at its discretion, undertake to cure the breach. If the Grantee elects to undertake to cure the breach, and it is determined that the Grantor is directly or indirectly responsible for the breach, then the cost of the curative measures, including Grantee's expenses, court costs and legal fees shall be paid by the Grantor. If the Grantee elects not to undertake to cure the breach, any such forbearance by the Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by the Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's rights under this Easement. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver. Furthermore, the Grantor hereby waives any defense of laches, estoppel, or prescription.

D. Nothing contained in this Easement shall entitle the Grantee to bring any action against the Grantor for any injury to or change in the Easement Property resulting from causes beyond the Grantor's control, meaning unauthorized actions by third parties and natural disasters such as fire, flood, storm and earth movement.

E. The Grantee and the Grantor reserve the right to pursue all legal remedies against any third party responsible for any actions contrary to the conservation purposes of this Easement.

F. Notwithstanding the foregoing, in the event the Grantee has reason to believe that there is significant harm to the purposes of this easement occurring, including, but not limited to, damage to wildlife habitat, Grantee may take immediate action to issue a cease and desist order or other administrative process along with any judicial enforcement proceedings required to halt such harm.

9. EXTINGUISHMENT

If circumstances arise in the future such as to render the conservation purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction.

BK4038PG2045

10. GENERAL PROVISIONS

A. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of New Hampshire.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the conservation purpose of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Easement, or the application thereof to any person or circumstance is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

D. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Easement Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

E. No Merger of Interests. The Grantor and the Grantee explicitly agree that the provisions set forth in this Easement are intended to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Easement Property by or to the Grantee or any successor or assign of the Grantee shall be deemed to eliminate the provisions set forth hereunder under the doctrine of "merger" or any other legal doctrine.

F. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

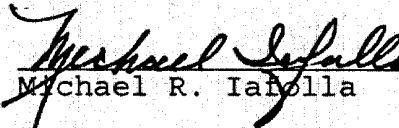
WHEREBY the Grantee, by accepting and recording this Conservation Easement for itself, its successors and assigns, agrees to be bound by, to observe and enforce its provisions, and to assume the rights and responsibilities granted to and

BK4038PG2046

incumbent upon the Grantee, all in furtherance of the conservation purpose(s) for which this Easement is delivered.

IN WITNESS WHEREOF, Grantors and Grantee have set their hands on this 21st day of May, 2003.

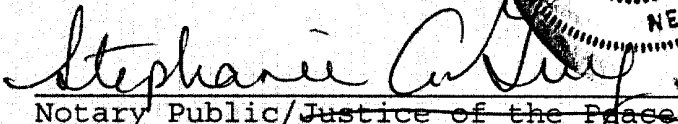
GRANTOR:


Michael R. Iafolia

The State of New Hampshire
County of Rockingham

Personally appeared Michael R. Iafolia, who acknowledged the foregoing to be his voluntary act and deed, this 21st day of May, 2003.

Before me,


Notary Public/Justice of the Peace

STEPHANIE A. GUY

Notary Public

S:\Iafolia, Michael\Regina Road Conservation Easement\final Conservation Easement deed 052003.wpd
My Commission Expires October 27, 2004

BK4038PG2047

EXHIBIT A

A certain tract or parcel of land situate in the Towns of Portsmouth and Rye, County of Rockingham and State of New Hampshire depicted as "Conservation Easement" on Plan of land entitled "Conservation Easement Plan, Map 225 - Lot 28, Iafolla Subdivision for Michael Iafolla, Regina Road, Portsmouth, N.H." prepared by Ambit Engineering, Inc. dated June 2001 to be recorded in the Rockingham County Registry of Deeds. Said conservation easement area is more particularly bounded and described as follows:

Beginning at a 1" iron rod on the southeasterly sideline of Regina Road and land now or formerly of John & Mary Gens as shown on said Plan; thence running along said Gens land S29°46'00"E a distance of 411.47 feet to a point in a stone wall at land now or formerly of Susan Sawtelle as shown on said Plan; thence turning and running S34°00'00"W a distance of 138.05 feet to a point; thence continuing along said Sawtelle land N82°10'23"W a distance of 157.52 feet to a point in a stone wall; thence running along said stone wall N82°17'19"W a distance of 137.82 feet to a point; thence continuing along said stone wall N78°57'35"W a distance of 82.92 feet to a point; thence running N89°45'41"W a distance of 48.07 feet to a point; thence running S78°06'43"W a distance of 49.54 feet to a 1" iron pipe at land now or formerly of David A. Womby as shown on said Plan; thence running along said Womby land N02°34'12"W a distance of 49.35 feet to a point at the end of a stone wall; thence turning and running N51°51'11"E a distance of 67.50 feet to a point; thence running and running N45°02'17"W a distance of 41.54 feet to a point; thence turning and running N23°08'31"E a distance of 56.43 feet to a point; thence turning and running N47°38'17"E a distance of 63.60 feet to a point; thence turning and running N85°45'28"E a distance of 31.54 feet to a point; thence turning and running N39°20'35"E a distance of 54.71 feet to a point; thence turning and running N60°33'45"E a distance of 70.21 feet to a point; thence turning and running N09°51'23"W a distance of 53.48 feet to a point; thence turning and running N33°49'48"E a distance of 79.92 feet to a point at the sideline of Regina Road; thence turning and running along said Regina Road on a curve to the left with a radius of 125.00 feet and an arc length of 93.20 feet to the 1" iron rod at the point of beginning.

Containing 152,481 square feet (3.5005 acres), more or less.

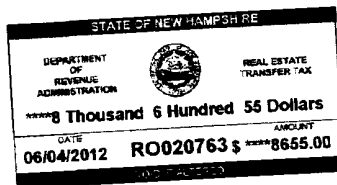
Meaning and intending to describe and convey an easement over a portion of the same premises conveyed to Michael R. Iafolla by Warranty Deed of Robert J. Iafolla dated July 25, 1967 and recorded in the Rockingham County Registry of Deeds at Book 1869, Page 0303 however otherwise described. See also Boundary Line Agreement recorded at Rockingham County Registry of Deeds at Book 3402, Page 2968 and Plan # D-27280.

MAIL TO

Ben Grant
Box 27

BK 5322 PG 0086

Return to:
Diane M. Hughes
10 Regina Road
Portsmouth, NH 03801



027074

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That **WE, RICHARD J. TARA and SHARON A. TARA**, of 10 Regina Road, City of Portsmouth, County of Rockingham and State of New Hampshire, Husband and Wife

FOR CONSIDERATION PAID grant to **DIANE M. HUGHES**, a single person, of 126 Scribner Hill Road, Wilton CT 06897, as sole owner,

with WARRANTY COVENANTS:

A certain lot or parcel of land with the buildings thereon situate on the southerly side of Regina Road in Portsmouth and Rye, County of Rockingham and State of New Hampshire and being shown on a certain Plan of Land entitled "Conservation Easement Plan, Map 225 - Lot 28, Iafolla Subdivision for Michael Iafolla, Regina Road, Portsmouth, N.H., County of Rockingham" prepared by Ambit Engineering, Inc., dated June 2001 recorded in the Rockingham County Registry of Deeds as Plan #D-30703 (hereinafter "Plan"), see also Proposed Subdivision of Land of Sarah Iafolla by Edward T. Burnham dated October 1963 recorded as Plan #126 and Boundary Line Agreement Plan for Iafolla/Sawtelle recorded as Plan #D-27280.

Beginning at a iron rod at the southeasterly sideline of Regina Road and the northwest corner of land now or formerly of John & Mary Gens as shown on said Plan; thence running S 29°46' 00" E a distance of 411.47 feet to a point in a stone wall; thence turning and running S 34° 00' 00" W a distance of 138.05 feet to a point; thence turning and running N 82° 10' 23" W a distance of 157.52 feet to a point at a stone wall; thence running along said stone wall N 82° 17' 19" W a distance of 137.82 feet to a point; thence continuing along said stone wall N 78° 57' 35" W a distance of 82.92 feet to a point; thence running N 89° 45' 41" W a distance of 48.07 feet to a point; thence running S 78° 06' 43" W a distance of 49.54 feet to an iron pin at land now or formerly of David A. Womby; thence running along said Womby land N 02° 34' 12" W a distance of 217.80 feet to a 2" iron pin in a stone wall at land now or formerly of Russell and Barbara Van Billiard; thence running along said Van Billiard land N 59° 50' 36" E a distance of 174.99 feet to an iron rod; thence turning and running still along said Van Billiard land N 33° 39' 23" E a distance of 144.40 feet to an iron rod at the sideline of Regina Road; thence turning and running along said Regina Road on a curve to the left with a radius of 125.00 feet and an arc length of 127.34 feet to the iron rod at the point of beginning.

2012 JUN -4 AM 10:58

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

Containing approximately 174,620 square feet (4.0087 acres), more or less.

These premises are conveyed subject to the conditions and restrictions contained in the deed of Sarah E. Iafolla to Robert J. Iafolla dated November 29, 1963, recorded in the Rockingham County Registry of Deeds at Book 1710, Page 164.

These premises are conveyed subject to a Conservation Easement Deed granted to the City of Portsmouth recorded in Book 4038, Page 2040 subject to the lot owner's reservation of the right to construct, maintain or replace the septic system located within the easement area.

ALSO SUBJECT TO, the following conditions and restrictions:

1. This lot shall be used only for residential purposes. Commercial or business use of any nature or kind shall not be permitted.
2. There shall be no:
 - a. outdoor storage of road salt or other de-icing chemicals;
 - b. underground subsurface storage of petroleum or other refined petroleum products;
 - c. commercial animal feed lot or any farm animals, including, but not limited to, pigs, chickens, horses, or other animals or livestock, except that a reasonable number of household pets such as dogs and cats may be allowed provided they are not kept, bred or maintained for any commercial purposes;
 - d. use of fertilizer, except low phosphate, slow release nitrogen fertilizer, or limestone, which may be used on areas with grass;
 - e. repair, refinishing or restoration of any automobiles or motor vehicles, provided, however, routine maintenance of personal motor vehicles conducted entirely within a residential garage with an impermeable surface and no floor drains, with proper disposal off premises of any waste is permitted.
3. Owner shall maintain a vegetative buffer within the setback line to the abutting property of Van Billiard (Portsmouth Tax Map 225, Lot 29, see also deed recorded at Rockingham County Registry of Deeds at Book 3557, Page 1960) as shown on Plan along the length of any driveway access to any residence constructed on the lot. Trees and brush in that zone may be removed only for the following reasons: they are dead or seriously diseased or have grown so as to be a hazard to the entry drive or home. All stumps shall be left in place. The foregoing limited cutting shall be performed in a manner to least impact the vegetative buffer.
4. The City of Portsmouth, its designees, successors and assigns, including but not limited to, the City of Portsmouth Conservation Commission and Planning Board, may enforce the above restrictions, and any expense incurred, including reasonable legal fees, in any enforcement action shall be chargeable to the party found to have violated this restriction.

BK 5322 P6 0088

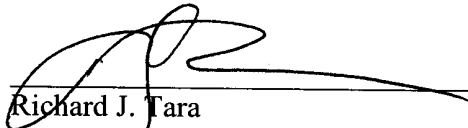
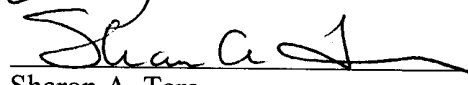
All restrictions set forth herein shall run with the land and shall be binding upon the Grantor herein and all other persons and parties claiming by, through or under the Grantor herein.

See also Boundary Line Agreement between Michael Iafolla, Susan Sawtelle and Brian Nickerson dated June 24, 1999 and recorded in the Rockingham County Registry of Deeds at Book 3402, Page 2968.

Being the same premises conveyed to Richard J. Tara and Sharon A. Tara by deed of Michael R. Iafolla as recorded in Book 4038, Page 2048 on May 23, 2003 of the Rockingham County Registry of Deeds. See Affidavit recorded herewith.

We, the grantors, Richard J. Tara and Sharon A. Tara herein hereby release all rights of homestead in the above described premises.

Executed this 1st day of June, 2012.



Richard J. Tara

Sharon A. Tara

State of New Hampshire
County of Rockingham

June 1, 2012

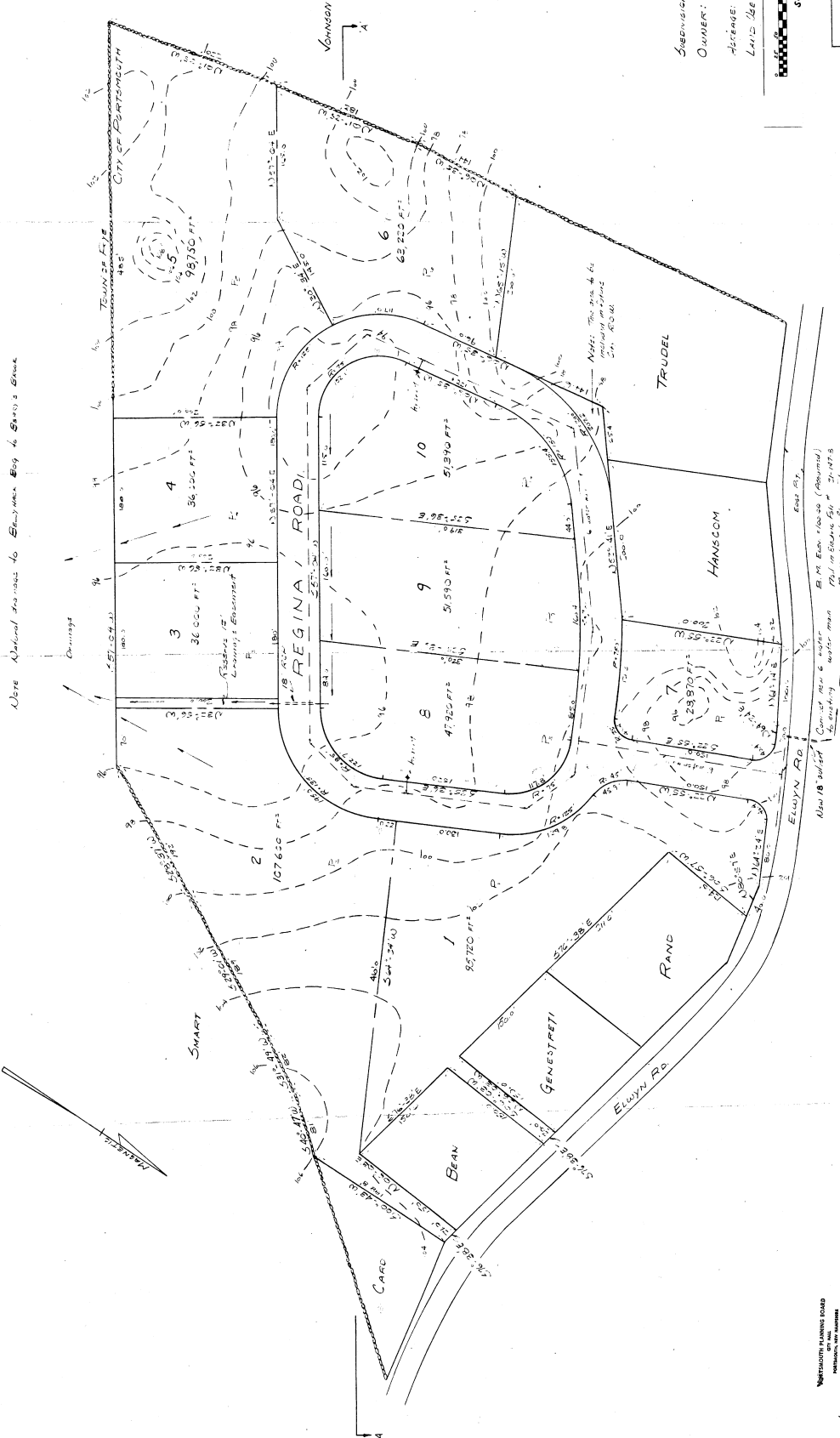
Then personally appeared before me on this 1st day of June, 2012, the said Richard J. Tara and Sharon A. Tara and acknowledged the foregoing to be their voluntary act and deed.




Notary Public/Justice of the Peace
Commission expiration:

Drawer III Section H

#126



NOTICE TO PLANNING BOARD

Nov 1, 1963 - Affirmed

David Jackson, Vice-Chairman

Approved by Planning Board
 Date of Decision: 11/1/63
 Date of Review: 11/1/63

PROPOSED SUBDIVISION
 OF LAND
 ELWYN ROAD
 PORTSMOUTH, N.H.
 9 OCTOBER 1963 Scale 1"=60' 126-089

EDWARD T. BURMAN
 ENGINEER

Sheet 126



) PARCEL IS SHOWN ON THE CITY OF PORTSMOUTH
ASSESSOR'S MAP 225 AS LOT 28.

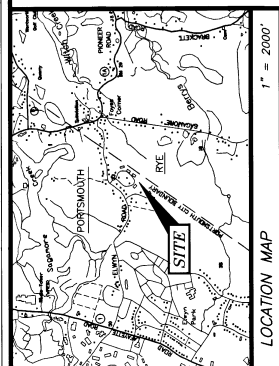
- 3) OWNERS OF RECORD:
MICHAEL IATOLA
114 WOODLAND ROAD
NORTH HAMPTON, N.H.
RICH RD. 1869 AC. 303
- 4) EXISTING LOT AREA:
174,620 S.F.
4.0087 AC.
- 5) PARCEL IS SERVED BY MUNICIPAL WATER AND ON
PRIVATE SEWAGE DISPOSAL
- 6) THE PURPOSE OF THIS PLAN IS TO SHOW AN AREA
TO BE PROPOSED BY A CONSERVATION EASEMENT.

ISSUED FOR APPROVAL		6/12/01
DESCRIPTION		DATE
REVISIONS		

CONSERVATION EASEMENT PLAN
MAP 225 - LOT 28
IAFOLLA SUBDIVISION

FOR
MICHAEL IAFOLLA
REGINA ROAD
PORTSMOUTH, N.H.
COUNTY OF ROCKINGHAM

SCALE: 1" = 30'



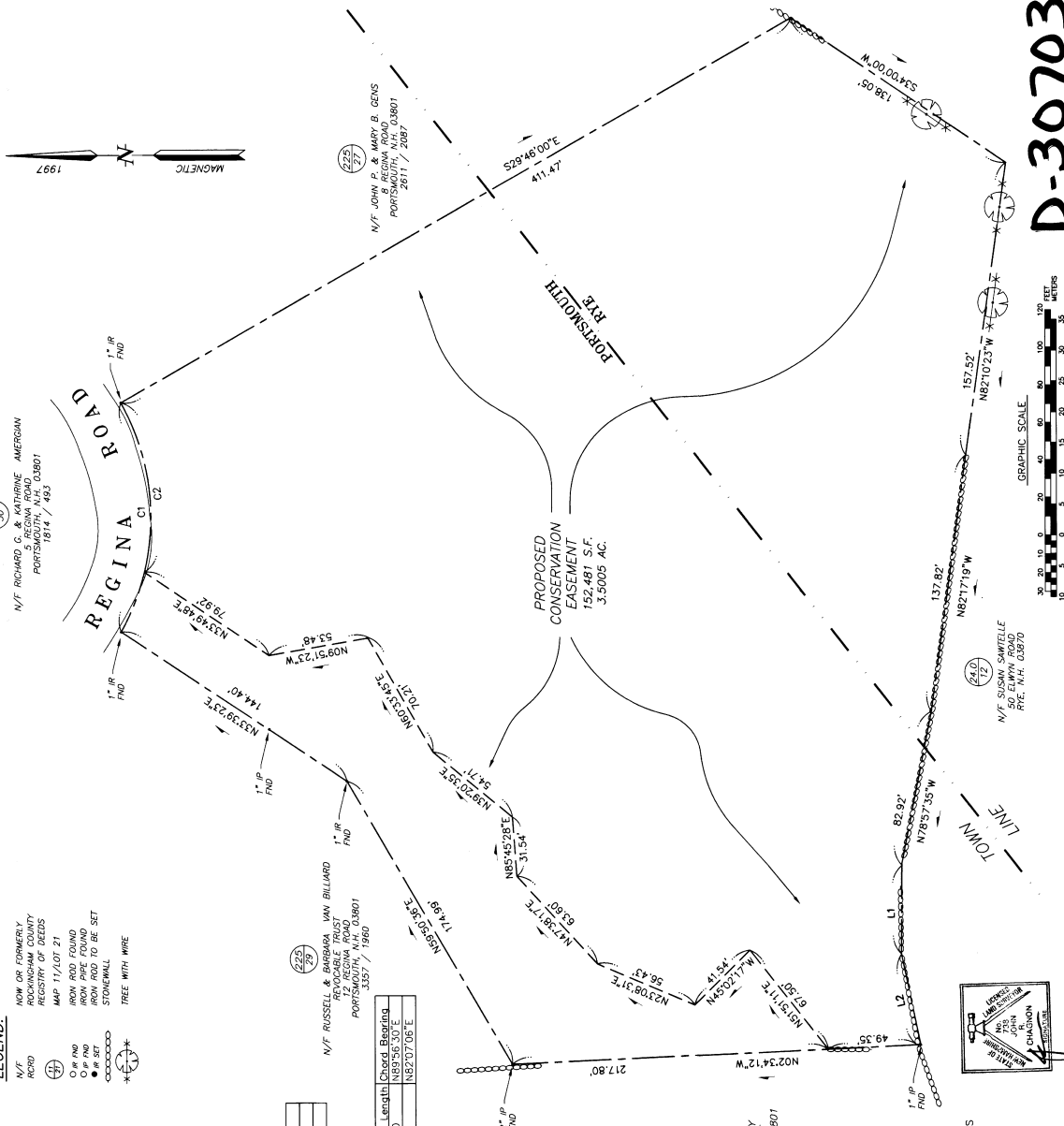
LOCATION MAP

No.	Bearing	Distance
1	N89°45'41"W	48.07'
2	S78°06'43"W	49.54'

No.	Delta	Radius	Arc Length	Chord Length	Chord Bearing
C1	58°21'59"	175.00	127.34	121.90	N89°56'30"E
C2	47°43'11"	175.00	93.20	91.06	N82°07'06"E

PLAN REFERENCES:

- 1) PROPOSED SUBDIVISION OF LAND OF SARAH IAFOLLA BY EDWARD T. BURNHAM, 9 OCTOBER 1963, 1" = 60', RCRD PLAN #126.



I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

6/15/01

人

JOHN
R.
CHAGNON
SIGNATURE

GRAPHIC SCALE

D-30703

SCALE: 1" = 30'

AS BUILT FOUNDATION PLAN

PROPERTY LOCATED AT: REGINA ROAD, PORTSMOUTH, N.H.

DEED REFERENCE: 4038 / 2048

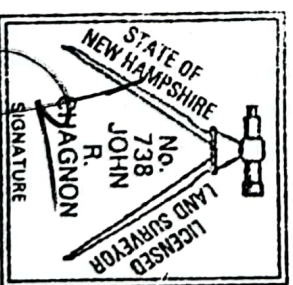
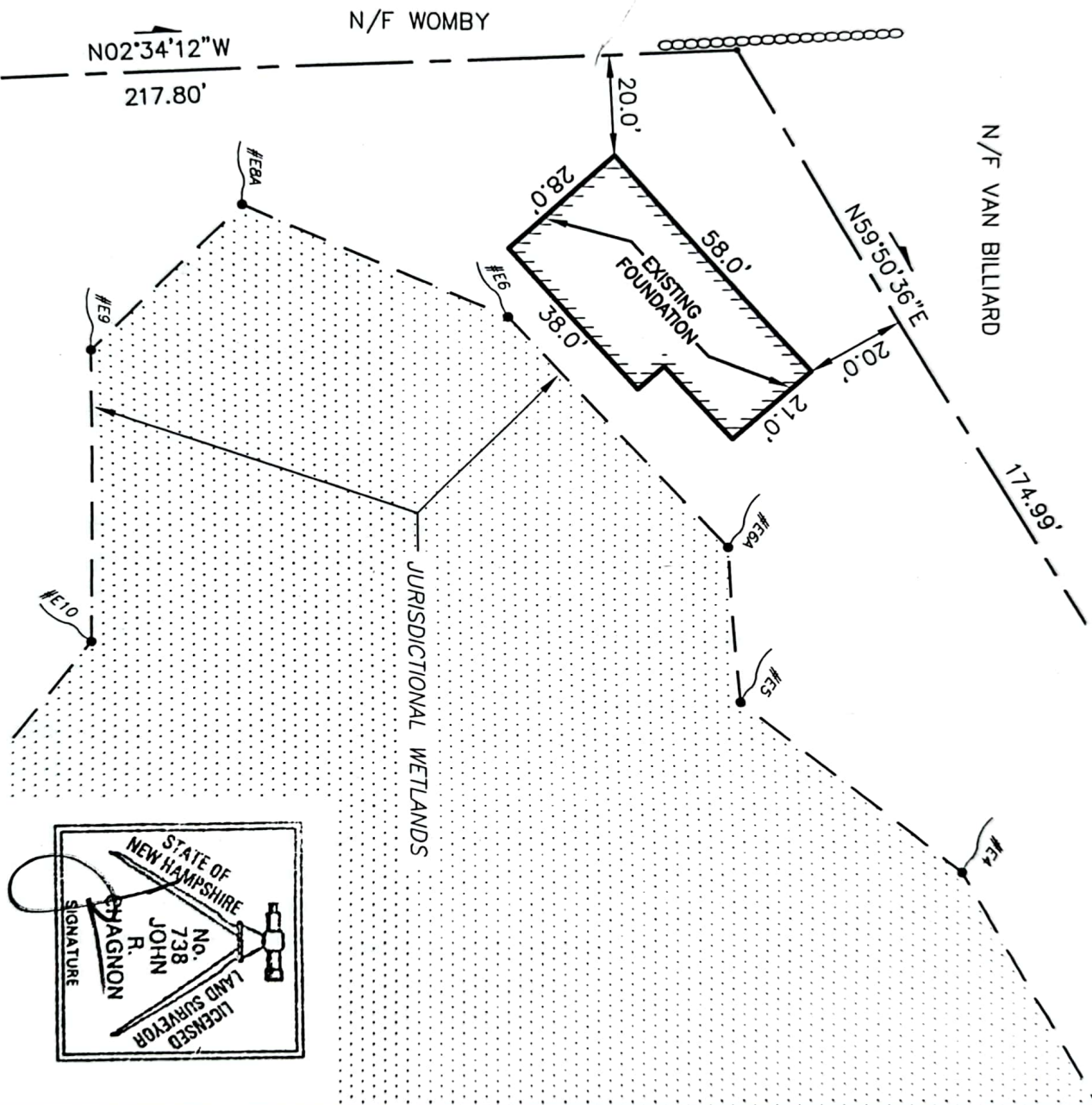
OWNER: RICHARD & SHARON TARA

PLAN REFERENCE: PROPOSED WETLAND IMPACT PLAN FOR MICHAEL IAFOLLA DATED MAY 2001;

SEPTIC DESIGN PLAN FOR MICHAEL IAFOLLA, NHDES APPROVAL NO.

CA2001035270, DATED MAY 1999, REVISED MAY 2001; CONSERVATION

EASEMENT PLAN FOR MICHAEL IAFOLLA DATED JUNE 2001; AND D-272280

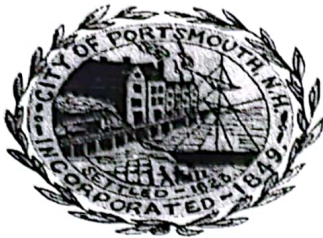


NOTICE: ACCEPT A COPY WITH ORIGINAL INK STAMP ONLY AS A TRUE COPY



AMBIT ENGINEERING, INC.
Civil Engineers & Land Surveyors
801 Islington Street - Suite 31
Portsmouth, N.H. 03801-4255
Tel (603) 430-9282

MAP 225 LOT 28
PORTSMOUTH, N.H.



City of Portsmouth
Building Permit

Inspection Department
1 Junkins Avenue
Portsmouth, NH 03801
603-610-7243

Permit Number
2007-00661
Date of Issue
9/20/2007

Owner: TARA RICHARD J TARA SHARON A

Applicant: Southwick Construction Inc

Location of Work: 10 REGINA RD
(No. and Street) (Unit or Building)

Description of Work: Enlarge attached garage with deck on top of garage. Create mudroom & store room in existing garage to access new garage addition.

ZONING DATA: District: SRA Map/Lot: 0225-0028-0000

CONSTRUCTION DATA: Use Group: SFD Min. Type Constr: NA

Design Occupant Load: Total Number of Dwelling Units: 1 Construction Area: 532

Building / Addition: Change in FootPrint: YES Irregular Size, See Plan: YES
Length: 15 FT. Width: 21 FT. Height: 15 FT. Number of Stories: 1.00

REMARKS:

- * Separate electric permit required.
- * Maintain sheetrock separation between new mud/store rooms and garage.

The PERMIT HOLDER has read this permit, the permit application and the Building Official's marked-up plans and agrees to perform the work authorized including any conditions or requirements indicated thereon; and any stipulations imposed by a Land Use Board in conjunction with the project. The CONTRACTOR shall be responsible for notifying the Inspection Department 48 hours in advance, for FOUNDATION, FRAMING and FINAL inspections. A Certificate of Occupancy is required for all building permits. Buildings shall not be occupied until ALL inspections (BUILDING, ELECTRICAL, PLUMBING, MECHANICAL & FIRE) are complete and a Certificate of Occupancy has been issued.

22 Oct 07 FRAM. - RIGHT SIDE & LOCATION *[Signature]*
28 Nov 07 FRAM - OK + STAIRS OK - INFORMED THEM
ON GARAGE HE SAYS IT'S 36 1/4" - *[Signature]*

Permit Holder: Southwick Construction Inc
(Taking Responsibility for the Work)
Company/Affiliation: Contractor Job Site Phone Number:

Constr Cost: \$10,000 Permit Fee: \$95.00 Check No.: 2476 Cash: \$0.00

The Permit Card Shall be Posted and Visible From the Street During Construction

[Signature]
Code Official

[Signature]
Permit Holder

9/20/2007
Date



State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

6 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095
(603) 271-2147 FAX (603) 271-6588



WETLANDS AND NON-SITE SPECIFIC PERMIT

PERMIT #: 1999-01117
PERMITTEE: Michael Iafolia, 114 Woodland Road, North Hampton, NH 03862
Project Location: Regina Road, Portsmouth
Portsmouth Tax Map R25 / Lot No. 28
Waterbody: Unnamed wetland

NOTE -
CONDITIONS

APPROVAL DATE: 11/10/1999

EXPIRATION DATE: 11/10/2004

Based upon review of the above referenced application, in accordance with RSA 482-A and RSA 485-A:17, a Wetlands Permit and Non-Site Specific Permit was issued. This permit shall not be considered valid unless signed as specified below.

PERMIT DESCRIPTION: Fill 805 sq. ft. of forested wetland and install a culvert associated with one driveway crossing to access single building lot per plans and materials received on 10/15/99.

THIS APPROVAL IS SUBJECT TO THE FOLLOWING PROJECT SPECIFIC CONDITIONS:

1. Any further alteration of wetlands on this property will require a new application and further permitting by the DES Wetlands Bureau.
2. Coastal staff shall be notified in writing prior to commencement of work and upon completion.
3. Orange construction fencing shall be placed at the limits of construction; siltation erosion controls shall be installed prior to construction, shall be maintained during construction, and shall remain in until the area is stabilized.
4. The proposed driveway shall slope away from the wetland, creating a flow path that will travel in a swale prior to being discharged into the wetland.
5. All buffer plantings and cutting restrictions proposed by the applicant shall be adhered to as a condition of this permit.

GENERAL CONDITIONS WHICH APPLY TO ALL DES WETLANDS PERMITS:

1. A copy of this permit shall be posted on site during construction in a prominent location visible to inspecting personnel;
2. This permit does not convey a property right, nor authorize any injury to property of others, nor invasion of rights of others;
3. The Wetlands Bureau shall be notified upon completion of work;
4. This permit does not relieve the applicant from the obligation to obtain other local, state or federal permits that may be required (see attached form for status of federal wetlands permit);
5. This permit shall not be transferred to a new owner without further approval by the Department;
6. This permit shall not be extended beyond the current expiration date.

APPROVED: _____

DES Wetlands Bureau Inspector

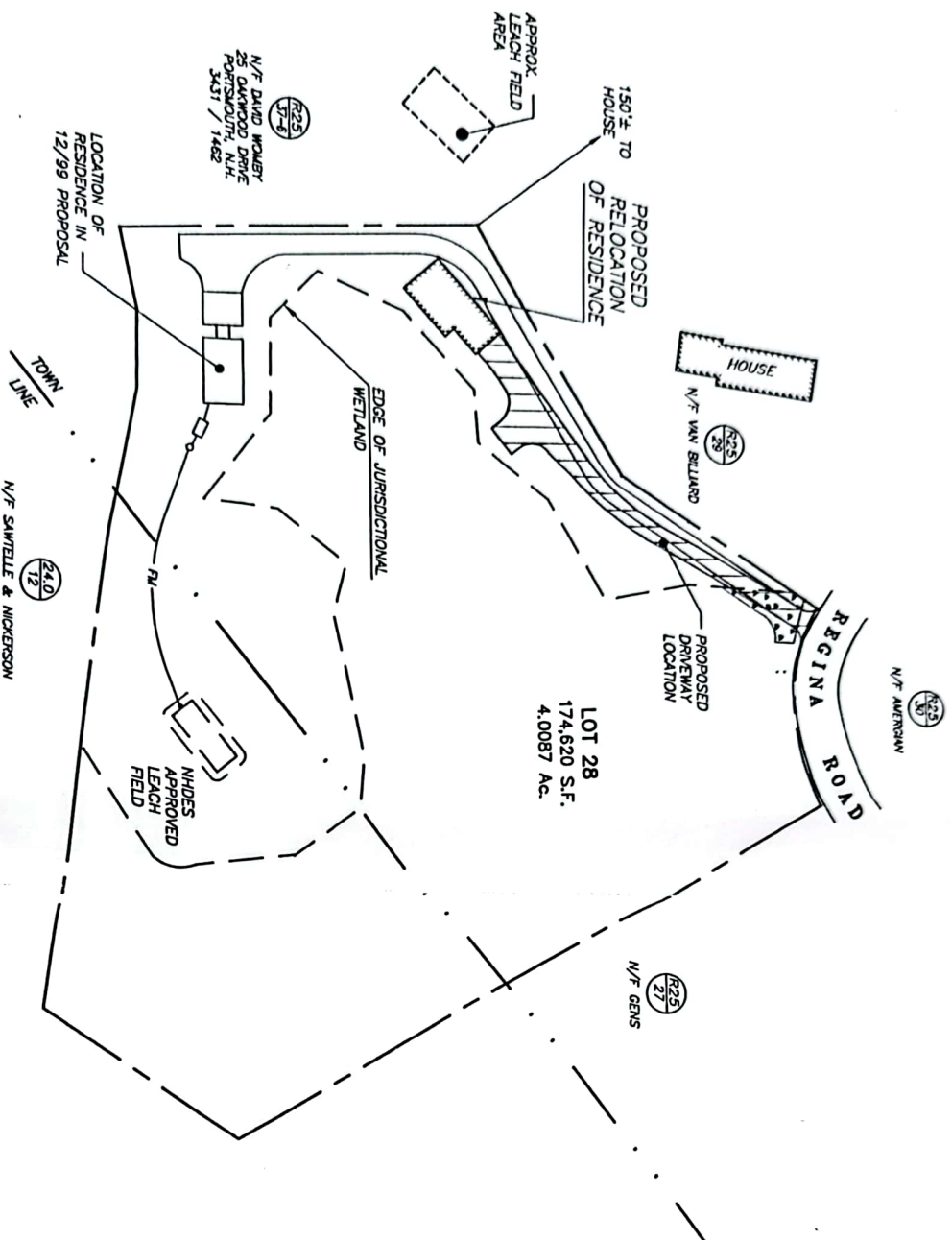
BY SIGNING BELOW I HEREBY CERTIFY THAT I HAVE FULLY READ THIS PERMIT
AND AGREE TO ABIDE BY ALL PERMIT CONDITIONS.

OWNER'S SIGNATURE(required)

CONTRACTOR'S SIGNATURE (required)

NOTE:
THE PURPOSE OF THIS PLAN IS TO SHOW AN
ALTERNATIVE LOCATION FOR THE HOUSE AND
DRIVEWAY.

Note:
The driveway is to be adjusted in the field
within the buffer zone to preserve mature
trees. Arborvitae to be planted adjacent to
the driveway to screen the Van Billard property.



PROPOSED PLAN REVISION
MAP 225 LOT 28
FOR
MICHAEL IAFOLLA
REGINA ROAD
PORTSMOUTH, N.H.



AMBIT ENGINEERING, INC.
Civil Engineers & Land Surveyors
801 Islington Street - Suite 31
Portsmouth, N.H. 03801-4255
Tel (603) 430-9282
Fax (603) 436-2315

1" = 80'

9 MAY 2001

431-3706

#10 Bill Chapline

Regina Road

Diane Hughes Joseph 222
000

#12 Regina Friend

has topo

wants to fill

12' of yard

Portsmouth

house new

5 yrs

Wofflands

3402-2968

4038-2003

D 27280

D 30703

Richard & Sharon Tara

5322-086

Diane M Hughes

4 AC

condition 1710-164

4038-2040

Bchala@aol.com

copy

2004 - planting problem / infestation
trees removed.

Tara would contact neighbor
1/2 try to work something out

Mike Donahue involved.

2007 call
letter from
Ms. Gebow

Tara built house
Southwick Parsons Elec

that to
Peter Britz
that exis veget
is ok

~~2 monitoring wells~~ 2
00

no cut zone not in deed

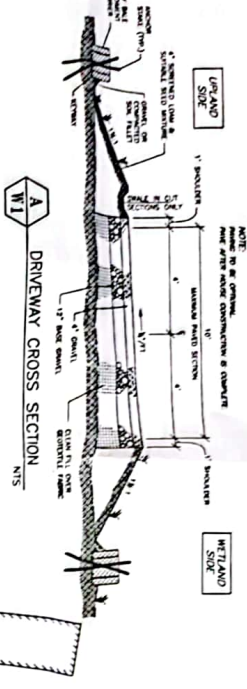
4

wells tested 2004

letter from Mike Donahue
saying 3 years had been
agreed on

CURVE TABLE			
No.	Data	Radius	Arc Length
1	58°21'59"	125.00	127.34
2			121.90
3			189°56'30"E

LENGTH TABLE			
No.	Beginning	Distance	
1	N89°45'41"W	48.07	
2	S78°06'43"W	49.54	



EROSION CONTROL MEASURES

- 1) EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH EROSION AND SEDIMENT CONTROL HANDBOOK FOR NEW HAMPSHIRE (UNSA 825 AUGUST 1993) AND EROSION CONTROL HANDBOOK FOR NEW HAMPSHIRE (UNSA 825 AUGUST 1993) AND EROSION CONTROL HANDBOOK FOR NEW HAMPSHIRE (UNSA 825 AUGUST 1993).
- 2) EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH EROSION AND SEDIMENT CONTROL HANDBOOK FOR NEW HAMPSHIRE (UNSA 825 AUGUST 1993) AND EROSION CONTROL HANDBOOK FOR NEW HAMPSHIRE (UNSA 825 AUGUST 1993) AND EROSION CONTROL HANDBOOK FOR NEW HAMPSHIRE (UNSA 825 AUGUST 1993).
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- 4) ALL DISTURBED AREAS SHALL BE STEREO WITH PERMANENT GRASSES IMMEDIATELY AFTER PAVING COMPLETION.
- 5) ANY BAILS SHALL BE INSTALLED PRIOR TO ANY SITEWORK.

CONDITIONAL USE PERMIT APPROVAL
PORTSMOUTH PLANNING BOARD

DATE

GRAPHIC SCALE

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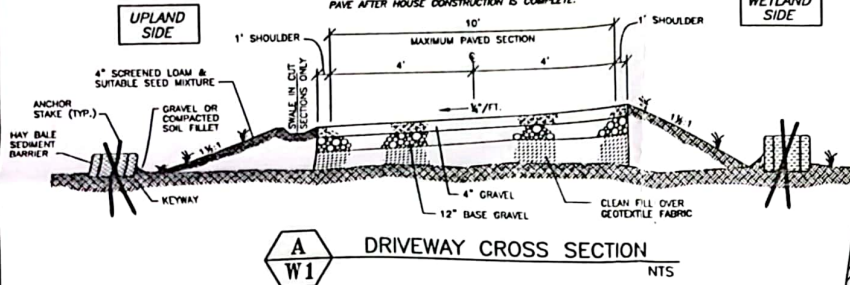
CURVE TABLE

No.	Delta	Radius	Arc Length	Chord Length	Chord Bearing
C1	58°21'59"	125.00	127.34	121.90	N89°56'30"E

LENGTH TABLE

No.	Bearing	Distance
L1	N89°45'41"W	48.07'
L2	S78°06'43"W	49.54'

NOTE:
PAVING TO BE OPTIONAL.
PAVE AFTER HOUSE CONSTRUCTION IS COMPLETE.



EROSION CONTROL MEASURES

- 1) EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH EROSION AND SEDIMENT CONTROL HANDBOOK FOR NEW HAMPSHIRE (USDA SCS AUGUST 1992) BEST MANAGEMENT PRACTICES AND BEST MANAGEMENT PRACTICES FOR URBAN STORMWATER RUNOFF (NHDES JANUARY 1996).
- 2) EXPOSE THE SMALLEST PRACTICAL AREA OF THE SITE AT ANY ONE TIME. STABILIZE EXPOSED AREAS WITHIN 72 HOURS FROM DISTURBANCE. STORE LOAM FOR RE-USE ON SITE.
- 3) INSTALL EROSION CONTROL MEASURES AS SHOWN ON DETAIL. CLEAN AND MAINTAIN UNTIL ADJACENT AREAS HAVE HEALTHY GRASS STANDS.
- 4) ALL DISTURBED AREAS SHALL BE SEEDED WITH PERENNIAL GRASSES IMMEDIATELY AFTER FINISH GRADING.
- 5) HAY BALES SHALL BE INSTALLED PRIOR TO ANY SITEWORK.

N/F RUSSELL & BARBARA VAN BILLIARD
REVOCABLE TRUST
12 REGINA ROAD
PORTSMOUTH, N.H. 03801
3357 / 1960

N/F DAVID A. WOMBY
25 OAKWOOD DRIVE
PORTSMOUTH, N.H. 03801
3431 / 1462

N/F SUSAN SAWTELLE
50 ELWYN ROAD
RYE, N.H. 03870

CONDITIONAL USE PERMIT APPROVAL
PORTSMOUTH PLANNING BOARD

CHAIRMAN

DATE

GRAPHIC SCALE



Bearing
30°E

LENGTH TABLE

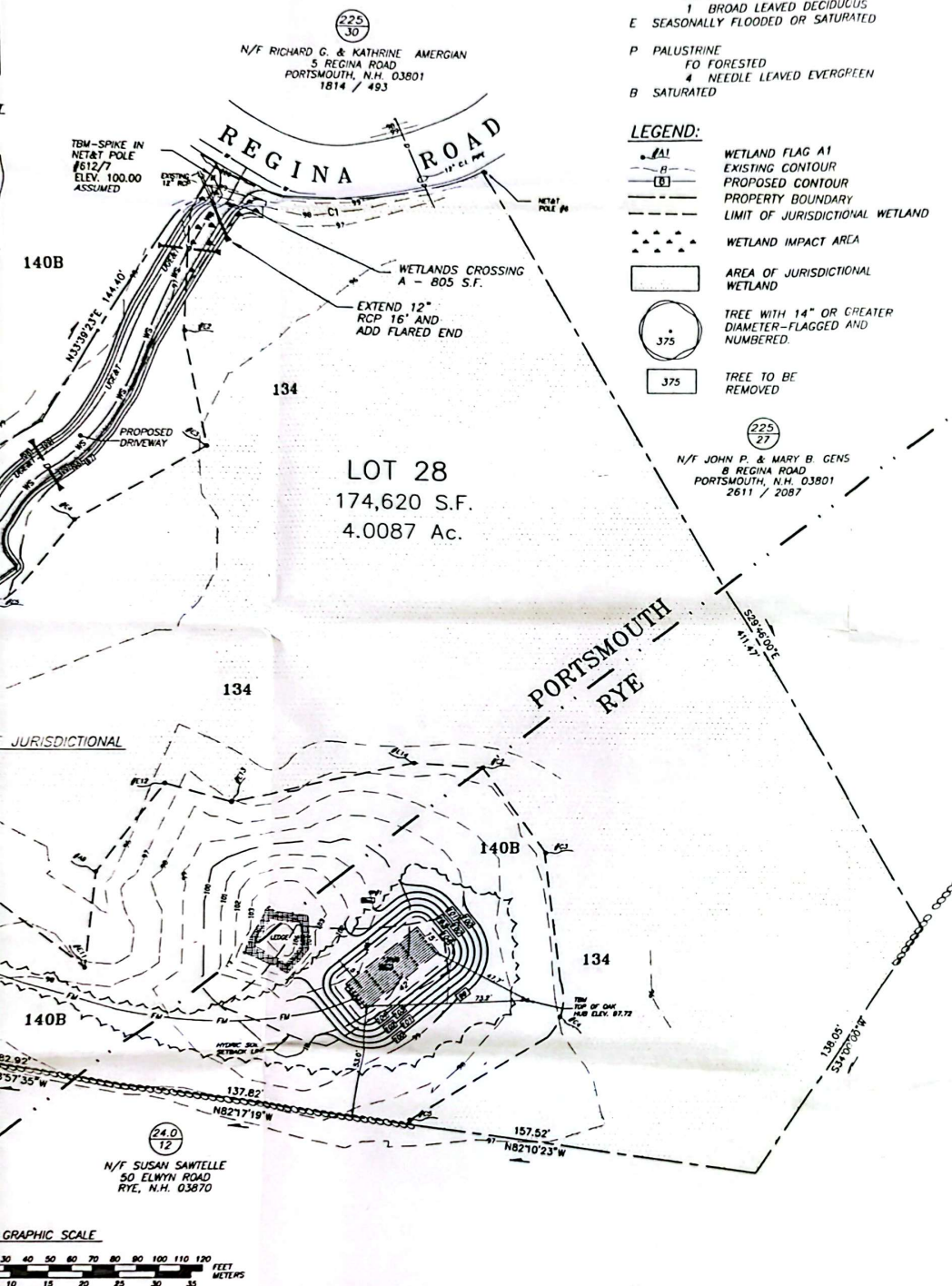
No.	Bearing	Distance
L1	N89°45'41"W	48.07'
L2	S78°06'43"W	49.54'

U.S. FISH & WILDLIFE SERVICE
CLASSIFICATION

- P PALUSTRINE
FO FORESTED
1 BROAD LEAVED DECIDUOUS
E SEASONALLY FLOODED OR SATURATED
- P PALUSTRINE
FO FORESTED
4 NEEDLE LEAVED EVERGREEN
B SATURATED

LEGEND:

- WETLAND FLAG A1
EXISTING CONTOUR
PROPOSED CONTOUR
PROPERTY BOUNDARY
LIMIT OF JURISDICTIONAL WETLAND
WETLAND IMPACT AREA
AREA OF JURISDICTIONAL WETLAND
TREE WITH 14" OR GREATER DIAMETER-FLAGGED AND NUMBERED
TREE TO BE REMOVED



AMBIT ENGINEERING, INC.
Civil Engineers & Land Surveyors

801 Islington Street - Suite 31
Portsmouth, N.H. 03801-4255
Tel (603) 430-9282
Fax (603) 436-2315

PROJECT LOCATION:
REGINA ROAD
PORTSMOUTH, N.H.

PARCEL ID:
TAX MAP R25 / LOT 28

OWNER:
MICHAEL IAFOLLA
114 WOODLAND ROAD
NORTH HAMPTON, N.H. 03862
RCRD BK1869 PG303

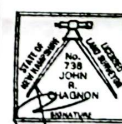
ZONING DISTRICT:
SRA - SINGLE RESIDENCE A

NOTES:

- 1) DATUM: ASSUMED
BENCHMARK: SPIKE IN NET&T POLE #612/7,
ELEVATION 100.00
- 2) JURISDICTIONAL WETLANDS WERE DELINEATED BY
LENNY LORD & JAMES COVE ON DECEMBER 9, 1999 IN
ACCORDANCE WITH THE 1987 CORPS OF ENGINEERS
MANUAL.
- 3) PROPOSED WETLAND IMPACT:
AREA A (DRIVEWAY): 805 S.F.
- 4) PROPOSED WETLAND IMPACT AREAS ARE CLASSIFIED
AS PFO1E & PFO4B ACCORDING TO THE "CLASSIFICATION
OF WETLANDS AND DEEP WATER HABITAT OF THE UNITED
STATES" (USFWS, DECEMBER 1979).
- 5) EXCAVATED MATERIAL WILL BE PLACED WITHIN
UPLAND AREAS AS FILL OR WILL BE HAULED OFF SITE.
- 6) NHDES WETLANDS BOARD APPROVAL #1999-01117,
ISSUED 11/10/99.
- 7) LOT OWNER SHALL FILE A COPY OF THE SEPTIC
SYSTEM OPERATIONAL APPROVAL WITH THE PORTSMOUTH
BUILDING INSPECTOR PRIOR TO OBTAINING A CO.
- 8) PROPOSED DEED RESTRICTIONS WILL RESTRICT TREE
CUTTING, FERTILIZER USE AND OTHER POTENTIALLY
DAMAGING LAND USE. IN ADDITION, A CONSERVATION
EASEMENT WILL BE GRANTED OVER 3.5 ACRES OF THE
PROPERTY. (SEE CONSERVATION EASEMENT PLAN TO BE
RECORDED).

MICHAEL R. IAFOLLA
LOT 5
IAFOLLA SUBDIVISION
REGINA ROAD
PORTSMOUTH, N.H.

NO.	DESCRIPTION	DATE
1	REVISED PER CLIENT	6/12/01
0	ISSUED FOR COMMENT	5/31/01



1" = 30'

MAY 2001

PROPOSED WETLAND
IMPACT PLAN

W1

SHEET 1 OF 3

FB 53 PG 6

633